

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF TEXAS  
CORPUS CHRISTI DIVISION

LAURA A. MALASKA,

Plaintiff,

V.

**SALDIVAR COASTAL SERVICES, INC.  
d/b/a SALDIVAR PRIMARY HOME  
CARE, et al.**

### Defendants.

CIVIL ACTION NO. 2:16-cv-117

**JOINT MOTION TO APPROVE CONFIDENTIAL SETTLEMENT  
AND STIPULATION OF DISMISSAL WITH PREJUDICE**

The Parties file this joint motion to approve their confidential settlement agreement (the “Agreement”) and to dismiss this case with prejudice.

I.

On April 12, 2016, Plaintiff filed suit this lawsuit against Saldivar Coastal Services, Inc. (SCSI) and Saldivar Home Health, Inc. (SHHI) (collectively, “Defendants”) claiming violations of the Fair Labor Standards Act (FLSA). A few months later, the Parties stipulated to the dismissal of SHHI given that Plaintiff was never employed by SHHI (Doc. 16).<sup>1</sup>

After considerable discovery, including the deposition of SCSI's president, Margot Saldivar, the Parties reached a settlement of their dispute. Pursuant to the confidential settlement agreement

1 On 4/7/17, Plaintiff filed a motion for leave to amend her complaint to name SCSF's owner, Margot Saldivar as a named defendant. (Doc. 42). However, the Court never ruled on this motion.

(the “Agreement”), Plaintiff will receive 100% the unpaid overtime wages (and liquidated damages) that she claimed by way of this lawsuit, even after attorneys’ fees and costs have been paid.

## II.

The terms of the settlement are confidential. The Parties have both signed the Agreement, and Defendant has paid the large majority of the settlement monies owed per the Agreement. Defendant has agreed to pay the remaining settlement funds on or before February 28, 2018. The Parties are in agreement as to the apportionment and distribution of the settlement funds. The settlement is in the best interest of all parties. Moreover, there is substantial risk that Plaintiff may be unsuccessful on the merits of the case, or worse, that Plaintiff would be unable to collect on a judgment if this Agreement is not approved given SCSi’s financial condition.

## III.

The Agreement was negotiated at arm’s length and represents the resolution of a bona fide wage dispute. All Parties were represented by counsel with years of experience handling these types of FLSA cases. However, after discovery was substantially complete, SCSi’s lawyers were permitted to withdraw on March 15, 2017 because, among other things, SCSi had failed to pay their lawyers’ bills or otherwise communicate with them. (Doc. 39). Since that time, Plaintiff’s counsel has been dealing directly with SCSi’s President, Margot Saldivar, and Chief Operating Office, Basil Casteleyn. The Parties represent to the Court that the terms of the settlement are fair, reasonable, were negotiated at arms-length, and are in the best interests of the Plaintiff and Defendant as well. While the terms of the settlement are confidential, the Plaintiff will receive more than 100% of the damages claimed even after attorneys’ fees and expenses are deducted. By entering into this settlement, however, the Defendant has not conceded liability.

In light of the Parties’ settlement, they now respectfully request that the Court enter the

accompanying order approving the settlement and dismissing this case with prejudice to refiling, and with each party bearing their own costs.

**JOINTLY SUBMITTED BY:**

By: /s/ Robert R. Debes, Jr.

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**ATTORNEYS FOR PLAINTIFF**

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DEFENDANT

**CERTIFICATE OF SERVICE**

I served a true and correct copy of this document on all counsel of record via Notice of Electronic Filing on known Filing Users on November 16, 2017 as follows:

Margot P. Saldivar, President  
Basil Castelyn, Chief Operations Officer  
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/s/ Robert R. Debes, Jr.